

SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement, made and entered into on this 15TH day of NOVEMBER, 2010, by and between the City of Ankeny, hereinafter referred to as the "Owner" and the firm of Kirkham, Michael & Associates, Inc., hereinafter referred to as the "Consultant."

PREAMBLE:

The parties hereto entered into an agreement dated the 18th day of August, 2008, for engineering services for the Westwinds Channel Stabilization project. Said contract shall hereinafter be referred to as the Base Agreement.

The parties hereto entered into an agreement dated the 1st day of March, 2010, for additional engineering services to develop and negotiate easements for the Westwinds Channel Stabilization project. Said contract shall hereinafter be referred to as Supplemental Agreement 1.

The Owner desires to have the Consultant perform additional engineering work to complete analysis and design of emergency repair improvements, provide on-site observation and construction engineering during construction of said emergency repairs, and complete design of the full improvements project for the rest of the ravine study area. This work is beyond the scope of the Base Agreement, thereby constituting "extra work."

The Consultant is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

1. SCOPE OF SERVICES

The additional work to be performed by the Consultant under this Supplemental Agreement No. 2 shall encompass and include all detail work, services, materials, equipment, and supplies necessary to complete the following described work.

1. Emergency Repairs
 - a. Conduct soil investigations and survey work, including one deep boring and multiple hand-auger samples to address conditions at two sites.
 - b. Analyze existing conditions and conduct slope stability analyses at two critical locations. Develop recommendations on a quick turnaround.
 - c. Design needed improvements for the two emergency repair locations. Develop plans and specifications suitable for obtaining competitive quotes from contractors, and for controlling the work during construction.
 - d. Provide limited construction engineering, on-site observations, and survey necessary to oversee construction of the emergency repairs project.
 - e. The scope of work for this agreement does not include re-establishment of lost or damaged property corners.
2. Full Project Final Design
 - a. Provide updated survey of ravine areas that have eroded since the original project survey was completed in 2008. Conduct slope stability analysis at 6 additional locations throughout the ravine where slopes are critical. Conduct final design for the remainder of the project, addressing all areas in which easements have been obtained and based upon

- guidance from the City about project limits. Produce final plans and specifications suitable for competitive bidding.
- b. Coordinate with city officials throughout the project, and provide communications with property owners as required.
 - c. Construction engineering services for the final construction project may be provided if desired, to be negotiated separately.
 - d. The scope of work for this agreement does not include re-establishment of lost or damaged property corners.

2. TIME OF BEGINNING AND COMPLETION

The Consultant shall commence work under this Supplemental Agreement No. 2 as soon as executed by the Owner. Emergency repair work will begin immediately and be completed before the end of 2010. All work for the final design project will be completed so that the project can be bid in February of 2011.

3. FEES AND PAYMENTS

Compensation for work, materials, and services furnished for the Emergency Repairs Scope of services in this Supplemental Agreement Number 2 shall be paid to the Consultant for direct costs, overhead costs, and reimbursable expenses plus a fixed fee of 12% of said costs, up to a limit of **\$86,814.00**, in accordance with the terms of this supplemental agreement and the Base Agreement.

Compensation for work, materials, and services furnished for the Full Project Final Design Scope of services in this Supplemental Agreement Number 2 shall be paid to the Consultant for direct costs, overhead costs, and reimbursable expenses plus a fixed fee of 12% of said costs, up to a limit of **\$156,263.00**, in accordance with the terms of this supplemental agreement and the Base Agreement.

The limit for payment for all work in this Supplemental Agreement No. 2 is **\$243,077.00**.

Except as specifically amended by this Supplemental Agreement No. 2, all the terms and conditions of the Base Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement No.2 to be executed by their proper officials thereunto duly authorized on the date indicated below:

OWNER:
CITY OF ANKENY REM u/s/10

CONSULTANT:
KIRKHAM, MICHAEL & ASSOCIATES, INC.

Shirley R. Fautsch

Date: _____

Date: Nov. 1, 2010

Attachment A1

updated 10/10/25, slf

Emergency Repairs

[illegible]

Final Design

[illegible]